

SUBCONTRACT AGREEMENT FOR *EARNBENEFITS*sm FOOD STAMPS OUTREACH INITIATIVE

This Agreement (the “Agreement”), dated this XX day of XXX, is entered into between Structured Employment Economic Development Corporation (“Seedco”), a Delaware nonstock corporation with offices at 915 Broadway, New York, New York, and XX (the “Subcontractor”). This Agreement contains all of the terms of the parties’ Agreement to partner in the implementation of the Atlanta Food Stamp Outreach Initiative (“the Project”).

WITNESSETH

WHEREAS the Department of Human Resources of the state of Georgia (“DHR”), as the local social services provider of Georgia, administers the Federal Food Stamp Program (“FSP”) within metropolitan Atlanta; and

WHEREAS, DHR seeks to partner with Seedco to implement the Project to increase the utilization of the FSP and to facilitate Food Stamps access for nonparticipating potentially eligible individuals and families in the Atlanta metropolitan area, primarily focused on Dekalb, Fulton, and Cobb Counties, by providing outreach and marketing, and simplifying the application process in order to remove such barriers as lack of information and misperceptions about eligibility; and

WHEREAS, Seedco, to aid in implementation of its responsibilities under the Project, has entered into partnerships with various NPOs who are part of its *EarnBenefits* Network;

WHEREAS, the Subcontractor is an NPO whom Seedco has selected based on its expertise in determining participant eligibility for Food Stamps and its capacity for outreach services;

NOW THEREFORE, to implement FSP in metropolitan Atlanta, focused primarily in Dekalb, Fulton, and Cobb Counties, the parties agree as follows:

I. Definitions

1.01 All terms not defined herein shall have the meanings ascribed to them in the Agreement by and between Seedco and DHR dated as of XX (the “Prime Agreement”).

II. Term

2.01 This Agreement shall begin on XX and shall terminate on XX.

2.02 Upon renewal of the Prime Agreement, Seedco may, in its sole discretion, extend this Agreement for an additional term, not to exceed twelve (12) months.

III. Scope of Services

3.01 Seedco Responsibilities. Seedco shall be responsible for: (1) organizing the Food Stamp Social Marketing Campaign, to be implemented by Subcontractor; (2) providing fiscal oversight and operational management to Subcontractor; (3) ensuring that the Subcontractor has sufficient knowledge of the FSP to screen potentially-eligible individuals; and (4) such other responsibilities as are set forth in the Scope of Work for *EarnBenefits* Food Stamps Outreach Initiative, attached hereto as Exhibit I and incorporated herein (the "Scope of Work").

3.02 Subcontractor Responsibilities. The Subcontractor shall perform the outreach, education and eligibility screening services described in the Scope of Work.

IV. Performance and Payment

4.01 Payment. In consideration of the foregoing services, Seedco shall pay Subcontractor an amount equal to \$XX to fund a portion of the salary, travel, and fringe expense of an Outreach Coordinator(s) and a Program Administrator for the period beginning XX through XX, as specified by the program budget attached hereto as Exhibit II. Subcontractor will be paid for documented personnel and direct OTPS expenses related to Food Stamp Outreach at the rates listed in the Invoice template, attached hereto as Exhibit III. These payments are subject to the availability of funds.

4.02 Payment Schedule. Said amount shall be paid to Subcontractor for services performed in accordance with this Agreement, to be substantiated by an invoice submitted to Seedco by Subcontractor in the form provided and attached hereto as Exhibit III. Subcontractor shall only invoice Seedco for up to XX% of the total Payment amount, or \$XX, for the period XX through XX. Seedco shall, upon approval of the invoice, forward payment to Subcontractor, provided that Subcontractor has submitted its report to Seedco by the designated due date, as required by Section VI below.

V. Subcontractor Covenants and Representations

5.01 Organization. The Subcontractor is a duly organized, validly existing and in good standing as a not-for-profit corporation under the laws of the state of Georgia, has the

corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of the State of Georgia and shall maintain its corporate existence in good standing.

5.02 License Requirements. The Subcontractor agrees to provide copies to Seedco and maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Agreement. The Subcontractor agrees that if it loses or has sanctioned any license, certification or accreditation required by this Agreement or the Prime Agreement or state or federal laws, that this Agreement may be terminated immediately in whole or in part.

5.03 Authority. The Subcontractor has taken all corporate action necessary to enter into this Agreement and has full power and authority to execute and deliver this Agreement to perform its obligations hereunder.

5.04 Enforceability. This Agreement has been duly authorized, executed and delivered by the Subcontractor and is binding and enforceable against the Subcontractor in accordance with its terms.

5.05 Suits. There are no actions, suits or proceedings pending against the Subcontractor or, to the knowledge of the Subcontractor, threatened against it, before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operation, properties or business of the Subcontractor, except as may have been disclosed to Seedco in writing.

5.06 Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Subcontractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of DHR or Seedco, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

5.07 Nondiscrimination in Employment Practices. The Subcontractor agrees to comply with federal and state laws, rules and regulations and DHR's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

5.08 Nondiscrimination in Consumer/Customer/Client And/Or Consumer/Customer/Client Service Practices. The Subcontractor agrees to comply with federal and state laws, rules and regulations, and DHR's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or

national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by DHR.

5.09 Compliance with Applicable Provisions of the Americans with Disabilities Act. The Subcontractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

5.10 Information to Consumer/Customer/Client, Seedco or DHR. The Subcontractor shall not knowingly provide fraudulent, misleading or misrepresentative information to any consumer/customer/client of Seedco or DHR or to Seedco or DHR. The Subcontractor shall protect and not potentially threaten the health or safety of any consumer/customer/client and/or shall prevent and protect against fraud and otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.

5.11 Debarment and Suspension. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the Subcontractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement or the Prime Agreement by any federal department or agency.

5.12 Drug-Free Workplace. The Subcontractor certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and as part of this Agreement with Seedco, the Subcontractor certifies to Seedco that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of Official Code of Georgia Section 50-24-3. Subcontractor may be suspended, terminated or debarred if it is determined that the Subcontractor made a false certification herein or violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

5.13 Compliance with Federal and State Immigration Laws. The Subcontractor agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 U.S.C. § 1342a and Act 457 of The 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. The Subcontractor will ensure that only persons who are citizens or nationals of the United

States or non-citizens authorized under federal immigration laws are employed to perform services under this Agreement or any subcontract hereunder. The Subcontractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

5.14 Compliance with Laws. The Subcontractor agrees to comply with all applicable provisions of federal or state law or regulation.

5.15 Prime Agreement. The Subcontractor shall be bound by the terms and conditions of the Prime Agreement.

VI. Reporting

6.01 Invoices. The Subcontractor shall, by XX, submit an invoice to Seedco detailing relevant expenses in the form set forth in the attached Exhibit III. Payment under this Agreement shall be contingent on Subcontractor's timely submission of said invoice.

6.02 Outreach Reports. The Subcontractor shall, by the 15th of each month, or the following business day if the 15th falls on a weekend or holiday, submit monthly Outreach reports to Seedco detailing the number of clients reached through various outreach activities including direct mailings, the distribution of materials and presentations in the form set forth in the attached Exhibit IV.

6.03 Monthly Performance Review Meetings. The Subcontractor's Outreach Coordinators shall attend periodic performance management meetings, and shall provide such additional reports, from time to time, as may be reasonably required by Seedco.

VII. Records

7.01 Access to Records and Investigation. Seedco, the State of Georgia and federal government and DHR shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Subcontractor record retention requirements are six (6) years from submission of Subcontractor's final invoice. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. Seedco and DHR shall have the right to monitor and inspect the operations of the Subcontractor for compliance with the provisions of this Agreement and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Agreement.

VIII. Confidentiality and Privacy

8.01 Confidential Information. Subcontractor understands and agrees that, as an express condition of this Agreement, the Subcontractor shall abide by all state and federal laws, rules, and regulations and the DHR policy respecting confidentiality of an individual's records. These citations include but are not limited to: OCGA 49-5-40, 49-5-41, 50-18-72, and 45 CFR 205.50. Subcontractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

8.02 HIPAA. Subcontractor acknowledges that it may be deemed a business associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), and as such, shall in good faith comply with HIPPA and all of its applicable regulations.

IX. Notice

9.01 Notice. Any notice under this Agreement may be sent via regular or overnight mail or to each party as follows:

If to Seedco:

Seedco
477 Windsor Street, Suite 304
Atlanta, GA 30312
Attn: Michele Chivore, Program Associate
mchivore@seedco.org

If to Subcontractor:

XX

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

XX

By: _____

XX

Executive Director

Structured Employment Economic Development Corporation

By: _____

XX

President and CEO